

Vuk Rajevac

From: Vuk Rajevac  
Sent: Tuesday, July 29, 2008 4:43 PM  
To: Laurentiu Pascu  
Subject: RE: FO4529980 - 6000Mts of MX

Hi Laurentiu,

To answer your questions:

- 1) Your comments on the contract well noted and accepted except for Demurrage time bar, which is 90 days as per industry wide standard
- 2) I will let you know which advising bank we will be using once I know which cargo we will be giving to Vinamar. Also, the deal was done on At Sight basis and the only way we can do 30 days is if we are compensated for the cost of capital for the additional 30 days.
- 3) As far as the shipment details, we sold on CFR basis with arrival window, so once you declare the discharge port (by Aug 1<sup>st</sup>), we will be able to decide whether to give you a deep sea cargo (which at that point will most likely already be on the water) or an Asian origin cargo. Unfortunately, with deep sea Asia trade it is not always possible to know which cargo will be the delivered since the ETAs are hard to keep (due to Panama crossing, weather in the Pacific, etc) and since we guarantee the arrival window, we always have to keep a few options open in order to perform.

If you have any questions, let me know. Thanks!

Best Regards!

Vuk Rajevac  
TRICON ENERGY, Ltd.  
777 Post Oak Blvd.  
Suite 650  
Houston, TX 77056  
Tel+1 (713) 953 8855  
Tel+1 (713) 951 4621 (direct)  
Tel+1 (832) 545 2368 (mobile)  
Fax+1 (713) 920 9583  
Yahoo: vraj@tricon

From: Laurentiu Pascu [mailto:L.Pascu@vinamar.com]  
Sent: Tuesday, July 29, 2008 4:08 PM  
To: Vuk Rajevac  
Subject: FO4529980 - 6000Mts of MX

Dear Vuk,

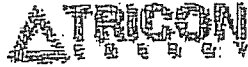
Please find enclosed our comments on your Sale Confirmation. We shall revert soon with our Purchase Order for your review.



VIN000027

Jul 23 2008 10:53AM Tricon Energy

7139839030



Tricon Energy, LLC  
777 Post Oak Blvd., Suite 600  
Houston, Texas 77059-1100  
Tel (713) 983-0000  
Fax (713) 983-0100

Date: July 22, 2008

Vinnor International, LTD  
Attn: Rick Wilson  
18000 Imperial Valley Drive, Suite 459  
Houston, TX 77059

Broker: MCAS

Phone:  
Fax:

Tricon Sales Number: S41230-0706400

We hereby confirm this agreement between Brad Lockwood of Tricon Energy, Ltd. (Seller) and Rick Wilson of Vinnor International, LTD (Buyer) on July 22, 2008.

The following sets forth the entire agreement of the parties.

Product: Mixed Alkylates  
Quantity: 5,000 Net US Tons +/- 5 % (Vinnor's Option)  
Quality: ASTM D-5211 with Bl max 20  
Price: UED \$1310.00 / Net US Tons  
Incoterms: CFR Mexico/Toluca

Ship Period: September 1, 2008 - September 15, 2008  
Ship Via: Sea

Payment: At sight

Credit Terms: Subject to Seller's credit requirements (irrevocable documentary L/C)

If a bill of lading is required, it must be received at least 5 working days prior to shipment.

Credit: JPMorgan Chase  
Phone: 713-663-6000  
Fax: 713-663-6100

Scheduling/Intelligence: Monthly acceptable, based on independent inspection of Lead

Cost: 100 % Seller at Lead

Quantity: Static photo tank down gauge at Lead

Quality: Static photo tank analysis at Lead

Scheduling: Vinnor Reference  
Phone: 713-663-6000  
Fax: 713-663-6100

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LSD 09/15  
EX 09/30  
\$5095.56 - 61.02/mt

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1) Vessel/Charter Acceptance-Vessel and voyage nominations to be agreed upon mutually between buyer and seller.

2) Demurrage- Buyer shall be obligated to pay for any and all demurrage liability under this contract for any or seller present claim and supporting documents. *THE CHARTER IS GOVERNED BY*

3) Law and Jurisdiction This contract and the rights and duties of the parties arising out of this contract shall be governed by and construed, entered, and performed in accordance with the laws of the state of Texas, including, without limitation, the Uniform Commercial Code as in effect in the state of Texas, no time may be extended from time to time, without regard to principles of conflict of law. The parties agree that this agreement shall be accepted and formed in the state of Texas according to the procedures herein set forth.

4) Additional Contractual Requirement If, at any time and from time to time during the term of this Agreement, there occurs a Material Adverse Change in the financial condition with respect to the buyer in this agreement, the Seller may require the buyer to establish a Letter of Credit or property for the seller payment of the contract.

5) Incoterms- Any conditions not specifically addressed by this confirmation will be governed by Incoterms 2000 or latest published editions (to the extent applicable) as in effect at the time of this agreement is entered into. Texas law is control in the event of conflict.

6) Force Majeure-A) Neither party shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligations to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstances reasonably beyond the control of this party, including without limitation, failure or delay caused by or resulting from acts of God, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction, of the product, delays of customs due to inspection or otherwise, weather, parts of the vessel, embargo, accidents, voluntary or mandatory regulations imposed by any governmental authority (including embargoes, sanctions, requisitions, quotas, and price controls).

B) If Force Majeure affects seller, seller may at its option, exercised by notice to buyer given within a reasonable time, either (i) cancel from this contract the quantities which have not been shipped due to Force Majeure, without affecting the balance of this contract; or (ii) ship such quantities in whole or in part lots, either seller deems the effect of force majeure to have ended, on the same terms as set forth in this contract.

7) Transfer of Title and Risk- Transfer of title of the Product will pass from Seller to Buyer upon payment in full of the invoice price and interest, *AS PER INCOTERMS 2000*

Transfer of Risk of damage to or loss of product shall pass from Seller to buyer as follows-

A) CFR and CIF Sales- Risk of damage to or loss of product shall pass from seller to buyer at the time of nomination between the loading area and the vessel's permanent base connection at the loading terminal, or at the time of break bulk or unitization transfer.

B) Delivered Sales- Risk of damage to or loss of product shall pass from seller to buyer at the time of connection between the discharging area and the vessel's permanent base connection at the discharging terminal, or at the time of break bulk or unitization transfer.

C) Terms- Any Terms now or hereinafter imposed directly or indirectly by law upon products sold and delivered (including charge and for transportation) to the Buyer under this Contract which Seller is required to pay or collect may be added to the product price and passed on via adjusted invoice to Buyer.

If Buyer has furnished Seller with a valid receipt or other exemption certificate or proof of export acceptable to Seller for sales or use tax purposes or other written proof which, in accordance with law, is valid in such exemption with regard to taxes, then such taxes shall not be imposed on the sale of product hereunder. Buyer will however remain liable towards Seller for any taxes due in relation to

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non-applicability of Incoterms, provided in regard to the applicability of any exemption.

The term "taxes" as mentioned in this Paragraph means any tax (including without limitation any value added tax, sales tax, local tax, excise tax, storage or property tax, excise tax, transfer tax, estate duty, customs duty, fees, duties or other charges, or any increase therein, as well as any interest or penalty related thereto).

The term "taxes" will not include any taxes due on profits such as corporate income taxes.

If Buyer is currently registered on Federal IRS Form 037, Buyer shall furnish Seller with an unexpired certification certificate meeting the current regulatory requirements. Buyer warrants that its registration has not been revoked or suspended. Buyer shall pay seller any applicable Federal excise taxes if such certification certificate is not supplied to seller prior to delivery. If Buyer is entitled to Purchase product free of any other tax, fees, duties or charges, Buyer shall furnish Seller with the proper exemption certificate to cover such purchases prior to delivery. Provided, however, that Buyer shall pay to seller the Federal excise tax if title to the product sold hereunder is transferred to Buyer by means of a boat, dock, or any other in-tank transfer or facility pump over from another storage compartment or inventory. The foregoing provision does not apply if (1) Buyer provides proof from a common carrier that the product was received from Seller's storage compartment or inventory via pipeline or vessel by a pipeline registrant or, (2) if the terminal operator notifies the seller that the party receiving the product qualifies as a "pipeline holder" as defined in Texas Reg. Section 49.4031-1(f), with respect to the product sold hereunder and such receiving party is a pipeline registrant. This paragraph shall not be construed to limit Seller's right to charge applicable sales or IRS, as the case may be, interest and penalties for late payment.

9) Arbitration- Any and all differences and disputes of whatsoever nature arising out of this Agreement shall be paid to arbitration in Houston, Texas, in English, pursuant to the rules relating to arbitration here in Texas, and, to the extent not inconsistent with this Agreement, the Commercial Arbitration Rules of the American Arbitration Association, or other the rules of such other arbitration association as the parties may mutually agree, before a board of three persons, consisting of one arbitrator to be appointed by Seller, one by Buyer and one by the two to choose. The decision of any two of the three or any panel or panels shall be final. Until such time as the arbitrators finally close the hearings, either party shall have the right by written notice served on the arbitrators and on the other party to specify further changes or differences under this Agreement for hearing and deliberation. The arbitrators may grant any relief which they, in their discretion, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance, provided that the arbitrators shall have no authority to award punitive damages. Awards made in pursuance to this Section may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction. This paragraph shall survive any termination of this agreement.

10) Product Use- Buyer represents and warrants that the product purchased hereunder shall be used for other than gasoline blending purposes in the U.S. Buyer shall notify Seller, as soon as possible, of any change in planned or actual consumption or use of the product purchased hereunder whether, such change is by virtue of buyer's action or those of third parties to whom buyer has sold the product.

11) Price and Payment- The Total Price and all other amounts payable by Buyer to Seller under this contract shall be payable without any discount, deduction, set-off, lien, claim or counter claim. If the Total Price or any other amounts due by Buyer to Seller under this Contract are not paid when due, the interest shall accrue and shall be paid on all amounts outstanding until payment in full is received by the Seller in its designated bank. Seller reserves the right to change the maximum allowable interest as per U.S. law for all late payments.

12) Interest- In the event the Buyer fails to make payment on the due date as expressed on Tri-ten invoice, the Buyer is subject to an additional interest expense calculated at 8.5% per annum, beginning on the due date listed on the invoice.

Broker- This cancels and supersedes any broker correspondence in relation to this transaction which shall be for the sole purpose of documenting communication, if any.

Contract Number: 81223-000000

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Jul 23 2008 10:52AM Teicon Energy

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Notice: Buyer to declare OSB Utman or Tolman by August 8, 2008.

Date: July 23, 2008

Accepted Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brad Lockwood

Printed Name: Rick Wilson

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Please advise your agreement by signing the foregoing and return via fax (713-623-5010) within 24 hours. In the event we do not receive your reply as requested, then this contract shall be the governing instrument.

We thank you for the opportunity of concluding this transaction.

Contract Number: 547020-07011011

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